

+++

>

>=====

> P R I A M O S

>72-74, Marathonos Str., 16673 Panorama Voulas , Athens, Greece

>tel:+30-2108952566; fax:+30-2108994493, telex: 214242 blct gr

>E-mail: priamosmaritime@priamosmaritime.com; priamos@softway.gr

> Web: www.priamosmaritime.eu

>=====

> 17 Jul 2007-14:07. Ref:12055-MAL.

>

>

>Att Mr Charlie Wang

>

>urgent PRIVATE AND CONFIDENTIAL

> -----

>

>Dear Mr Wang

>

>mv Vera/Calder

>

>Reference is made to a visit of our Representative Cpt Yuri Kostenko

>within your premises. We do thank for taking your time and accepting

>this visit. Our Principals are in deep trouble with Messrs Calder

>Seacarriers Corp due to latter's fundamental default by non-payment of

>freight which was due on 6 July and was not received until now.

>

>Apart from information that was given to you by Cpt Kostenko we would

>like ,in a nutshell, to present some additional facts:

>

>We on behalf of our Principals Messrs Viking Marine Sa, the Owners of

>mv "Vera", have entered on June 6, 2007 into a c/p agreement with

>Messrs Calder Seacarrier Corporation for carriage of steel products and

>other generals from China to the Mediterrean. The lumpsum freight

>agreed was us\$ 2.622.500 basis Owners guaranteeing 37,000 mt dwcc of

>the vessel.

>The c/p was done on a "all ports free d/a basis"

>The freight to be paid either in full or prorata within 5 banking days

>of signing and releasing Bs/L, however if "freight prepaid "

>Bs/L are issued (which was the case for the Changshu cargo) the Bs/L to

>be only released until Owners' confirmation that the freight was

>received. On 2 July the Owners presented respective invoice but the



- > freight was not paid timely and not received until now.
- > The vessel has loaded in Changshu 21,472.244 mt consequently the
- > freight due for the Owners (freight prepaid Bs/L) was to be 100 pct as
- > follows:
- >
- > lps freight 2.622.500 : 37,000 dwcc x 21,472.244 = us\$ 1.521.917.90
- > Owners are taken aback hearing from Cpt Kostenko that Calder's
- > instructions are to remit the Owners us\$ 1.140.378 mt only.
- > This cannot be accepted and it is again a fundamental breach of the
- > c/p and agreed terms.
- >
- > Due to such circumstances Owners consider that this c/p is NULL & VOID
- > for the reasons such as:
- >
- > -non payment of the freight timely,
- > -rejecting the responsibility for the freight payment by relaying the
- > payment for the execution by the shippers, -making a sub-let of the
- > vessel and presenting the vessel as Calder being a Disponent Owners
- > (they had no such right under the existing c/p) -blocking the access
- > to the loadport agents -non paying port d/a with exception of Changshu
- > where d/a were paid by Messrs Calder -ignoring Owners' argument and
- > various suggestions to overcome the deadlock and fell on a deaf ears
- >
- > The Charterers have been informed accordingly last Friday.
- >
- > For your info Messrs Calder have lost a parcel of 8000 mt of wire rods
- > from Jintang to Aqaba. Allegedly they hold a parcel of abt 1300 mt of
- > generals from Lyn to Skikda when asking to discharge first Changshu
- > cargo in Ravenna, keeping about 25 trucks to Skikda on hatch covers of
- > 3 holds with Ravenna cargo. They have not come with any practical
- > solutions how to do it.
- >
- > In the meantime Owners were coming with various proposals to no avail.
- > Finally in order to mitigate the losses they have decided to take the
- > steering wheel into their hands and to get out of this disastrous
- > situation by securing uninterrupted movement of the vessel with other
- > cargoes.
- >
- > This appears to be pretty costly for the Owners due to the fact that
- > they have paid or will have to pay all port d/a in China and at
- > discharge. In China they had to pay already abt us\$ 59,000 in Dalian
- > plus if the Lyn cargo will be rearranged they will have to pay abt
- > \$30,000 plus about \$80,000 for Ravenna and Skikda.
- >



>Owners are the reputable Company and will deliver the goods to final
>destination. Owners lost trust in dealing with Messrs Calder, moreover
>Calder's reputation was lately revealed by the newsmedia and
>Tradewinds. Copy of this was given to you by our Cpt Kostenko.
>We have contacted the Owners of mv "Trader" mentioned in Tradewinds
>(Messrs Marinakis Chartering NY) and we were told that their case is
>close to ours while Messrs Calder have not paid a balance freight, d/a
>in Genoa as well as demurrage, all total close to us\$ 1.3 mio. In
>addition we have also received some info that Messrs Calder had or have
>more non-payment cases with Messrs DC Bulk Pte Ltd Singapore (a
>reputable Managing Owners) and Messrs Japonica Enterprises Co. Owners
>do not believe that Messrs Calder would perform the their obligations
>as agreed.
>
>Going back to freight for Changshu:
>
>Under the English Law you are under the obligation to pay the freight
>to the Owners under the c/p terms which are incorporated into the Bs/L.
>Owners, without prejudice, are ready to accept for Changshu cargo us\$
>1.500.000 NET and against the Letter of Indemnity from yourselves that
>the c/p between Viking Marine SA, Calder Seacarriers and Sinriches is
>considered considered null and void.
>
>Re Lynyungang/Skikda: We understand that there is about 4000 cbm ready.
>Owners are willing to book this cargo under the separate
>agreement/charter party at lumpsum us\$ 450,000, sub to receiving more
>details of this cargo.
>
>We do hope that you understand the position of the Owners and this big
>mess they were brought into by the Charterers Messrs Calder
>Seacarriers.
>
>Due to urgency of the situation pls send us your confirmation by return
>say next 15 mintues.
>
>Please keep all these facts private and confidential.
>
>Best regards
>
>Priamos Maritime SA
>for and on behalf of the Oowners
>Chris Malecki, Chartering Mgr
>(by authority)
>





E-mail transmission

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or IT system into which they are received and opened, no responsibility is accepted by Fishers for any loss or damage arising in any way from receipt or use of this message.

To: Hill Dickinson International
For the attention of: Patrick Hawkins esq
Your reference: PHH/P7/61/ng
Email: patrick.hawkings@hilldickinson.com

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 23 July 2007
Total no of pages: 2 including this page

"VERA" C/P DD 06.06.07

Thank you for your fax message of today.

Your Clients wrongfully induced the shippers of the Changshu cargo to divert payment of the bulk of the freight due to our Clients under the latter's contract of affreightment with those shippers, some US\$1.1 million, to themselves.

Our Clients accordingly have, pursuant to their contract of affreightment with those shippers, a lien over the cargo in respect thereof and are therefore entitled to refrain from authorizing the release of those bills of lading pursuant to the exercise of that lien. In the circumstances your Clients have no right to damages as against ours in

Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax: 020 7613 8112
E-mail info@fishcity.co.uk

217 43A

Further, in those circumstances and in the light of the termination of the Charter between them (see further below) there can clearly be no question of our Clients authorizing the release of the said bills of lading absent some reasonable commercial settlement between them and your Clients.

In respect of bill of lading number 14, the charter between our respective Clients having been terminated by reason, inter alia, of your Clients having removed the Vessel from the disposition of ours in order to load cargoes at a different port for their own account and also having tortiously sought and procured payment to themselves of the vast majority of the freight due to our Clients direct from the shippers of the Changshu cargo, we have great difficulty seeing the basis upon which your Clients can now maintain against our clients any claim for the balance of whatever freight that they have decided they are due.

Regards,


Kish Sharma

248 432

Kish Sharma

From: Kish Sharma
Sent: 25 July 2007 11:37
To: 'mail@sinoriches.com'
Cc: 'calder@otenet.gr'
Subject: "VERA"

For the attention of Mr Charlie Wang

As you know we are London solicitors for Calder Seacarrier Corp ("Calder") with whom you entered into a contract ("the Contract") made and/or evidenced by a recap of 7th June 2007 for the carriage of a cargo of approx 21,000 mts steel products from Changshu to Ravenna ("the Cargo").

As you are also aware the payment that you made to Viking SA of approximately US\$1.1 million in respect of freight due for the carriage of the approx. 21,000 mts steel products loaded on board the "VERA" at Changshu, should have been made to Calder in accordance with the Contract contained the recap of 7th June 2007.

Further, as Calder have warned you would be the case, you are still liable to pay Calder this sum under the Contract and further in the circumstances Calder are entitled to disallow the issue of bills of lading for the Cargo and/or retain possession of them pursuant to their contractual lien over the Cargo under clause 8 of the Gencon 1994 form which is incorporated into the Contract.

We are instructed that in further breach of the Contract and in order to try to defeat Calder's contractual lien over the Cargo you may now be concerting with Viking SA to issue other bills of lading which are not pursuant to the Contract which is the contract under which the goods were loaded at Changshu and are being carried to Ravenna.

Please be advised that such conduct on your part would be a further serious breach of your contract with Calder, and also any such bills of lading that you may conspire with Viking SA to issue to third parties may be false documents and/or null and void and/or non-negotiable.

In the event that you proceed with such illegal conduct Calder reserves the right to take any and all action to enforce its rights and remedies against Sinoriches and/or the above cargo for Sinoriches' breaches of the above contract of carriage, including any rights to claim damages and/or to preserve Calder's lien over the cargo before or at discharge at Ravenna.

Regards,
Kish Sharma

Fishers
72 Leonard Street

~~219~~

44

27/07/2007

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or IT system into which they are received and opened, no responsibility is accepted by Fishers for any loss or damage arising in any way from receipt or use of this message.

220

45



E-mail transmission

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or IT system into which they are received and opened, no responsibility is accepted by Fishers for any loss or damage arising in any way from receipt or use of this message.

To: Hill Dickinson International
For the attention of: Patrick Hawkins esq
Your reference: PHH/P7/61/ng
Email: patrick.hawkins@hildickinson.com

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 25 July 2007
Total no of pages: 2 including this page

"VERA" C/P DD 06.06.07

Further to our message to you of 23rd July 2007 concerning our Clients' lien over the Changshu cargo under its contract with Sinoriches, we are instructed that, in order to attempt to seek to defeat our Clients' lien, your Clients may now be seeking to act together with Sinoriches to issue new bills of lading to be issued to third parties in place of the true ones that were duly made under the Charter between our respective clients of 6th June 2007.

We hereby give your Clients formal notice that such conduct would procure the further breach by Sinoriches of its extant contract of affreightment with our Clients in particular clause 8 (lien clause) of the Gencon 1994 which is therein incorporated.

Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax: 020 7613 8112
E-mail Info@fishcity.co.uk

Further we maintain that any such bills of lading may be false documents and/or nullities and/or non-negotiable.

Once again we reserve all of our Clients' rights and remedies in respect of any such conduct by your Clients including any such measures that may be open to our Clients to preserve its lien before or at discharge of the cargo at Ravenna.

Regards,



Kish Sharma

~~123~~

47

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:10
To: 'changshu@unionocean.net'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or IT system into which they are received and opened, no

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:10
To: 'qugx@cswd.com.cn'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or IT system into which they are received and opened, no

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:11
To: 'hhwlp@hotheart-china.com'
Subject: "VERA": CHANGSU TO RAVENNA: B/Ls VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or system into which they are received and opened, no

26/09/2007

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:11
To: 'wtcs@sohu.com'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:11
To: 'xcgu@163.com'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111

Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it

26/09/2007

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:12
To: 'fyl@bonavigon.com.cn'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111

Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it are believed to be free of any virus or any defect which may affect any computer or IT system into which they are received and opened, no

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:12
To: 'dingdang1112@163.com'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111

Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:13
To: 'sinoriches-wang'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:



Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

58

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that

26/09/2007

Kish Sharma

From: Kish Sharma
Sent: 07 September 2007 17:14
To: 'xcgu@163.com'
Subject: "VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE- NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,
Kish Sharma

Fishers
72 Leonard Street
London EC2A 4QX
Regulated by the Solicitors Regulation Authority

Tel: +44 (0)20 7613 8111
Fax: +44 (0)20 7613 8112

Privilege and Disclaimer statement: This e-mail message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. Fishers does not guarantee that this message as received is in the precise form it was originally sent in. It may have become corrupted or amended and, further, its confidentiality may have been breached. Any advice herein must be subject to verification against a hard copy. Although this e-mail and any attachments to it

**Fishers
Solicitors****fax transmission**

To: STEMCOR ITALIA SRL
For the attention of:
Your reference:
Your fax: +39 0226220313

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 07 September 2007
Total no of pages: 3 including this page

**"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN**

TO:
ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE
SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY
OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY
PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:
SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered
into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

Please Telephone 020 7613 8111 If any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

This facsimile message contains information that is confidential and which may be subject to legal
privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or
copy this message. If you have received this message in error, please notify us by telephone or
facsimile and return the original to us by post to the above address

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

Please Telephone 020 7613 8111 if any pages are unclear

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,



Kish Sharma

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4682
RECIPIENT ADDRESS 00390226220313
DESTINATION ID
ST. TIME 07/09 17:48
TIME USE 01'41
PAGES SENT 3
RESULT OK

Fishers

Solicitors

fax transmission

To: STEMCOR ITALIA SRL

For the attention of:

Your reference:

Your fax: +39 0226220313

Our reference: KS/C000910

Email: sharma@fishcity.co.uk

Date: 07 September 2007

Total no of pages: 3 including this page

**"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN**

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" - VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

64

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

fax transmission

To: CASASCO & NARDI SPA
For the attention of:
Your reference:
Your fax: +39 0102717332

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 07 September 2007
Total no of pages: 3 including this page

**"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN**

TO:
ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE
SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY
OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY
PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:
SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered
into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

This facsimile message contains information that is confidential and which may be subject to legal
privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or
copy this message. If you have received this message in error, please notify us by telephone or
facsimile and return the original to us by post to the above address

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

Please Telephone 020 7613 8111 if any pages are unclear

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,



Kish Sharma

Please Telephone 020 7613 8111 if any pages are unclear

TRANSMISSION OK

TX/RX NO	4692
RECIPIENT ADDRESS	00390102717332
DESTINATION ID	
ST. TIME	07/09 18:20
TIME USE	01'30
PAGES SENT	3
RESULT	OK

Fishers

Solicitors

fax transmission

To: CASASCO & NARDI SPA

For the attention of:

Your reference:

Your fax: +39 0102717332

Our reference: KS/C000910

Email: sharma@fishcity.co.uk

Date: 07 September 2007

Total no of pages: 3 including this page

"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" - VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

68

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

fax transmission

To: ARO STEEL S.R.L.
For the attention of:
Your reference:
Your fax: +39 0521285747

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 07 September 2007
Total no of pages: 3 including this page

"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN

TO:
ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE
SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY
OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY
PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:
SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered
into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

This facsimile message contains information that is confidential and which may be subject to legal
privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or
copy this message. If you have received this message in error, please notify us by telephone or
facsimile and return the original to us by post to the above address

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

Please Telephone 020 7613 8111 if any pages are unclear

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party Interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any Interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,



Kish Sharma

TRANSMISSION OK

TX/RX NO	4890
RECIPIENT ADDRESS	00390521285747
DESTINATION ID	
ST. TIME	07/09 18:10
TIME USE	01'35
PAGES SENT	3
RESULT	OK

Fishers

Solicitors

fax transmission

To: ARO STEEL S.R.L.

For the attention of:

Your reference:

Your fax: +39 0521285747

Our reference: KS/C000910

Email: sharma@fishcity.co.uk

Date: 07 September 2007

Total no of pages: 3 including this page

**"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN**

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" - VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

fax transmission

To: MARINO GIADA SRL
For the attention of:
Your reference:
Your fax: +39 0544420505

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 07 September 2007
Total no of pages: 3 including this page

"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

This facsimile message contains information that is confidential and which may be subject to legal privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or copy this message. If you have received this message in error, please notify us by telephone or facsimile and return the original to us by post to the above address

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808
IBAN: GB88AIBK23928520119808
SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

Please Telephone 020 7613 8111 if any pages are unclear

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,


Kish Sharma

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4689
RECIPIENT ADDRESS 00390544420505
DESTINATION ID
ST. TIME 07/09 18:08
TIME USE 01'42
PAGES SENT 3
RESULT OK

Fishers Solicitors

fax transmission

To: MARINO GIADA SRL

For the attention of:

Your reference:

Your fax: +39 0544420505

Our reference: KS/C000910

Email: sharma@fishcity.co.uk

Date: 07 September 2007

Total no of pages: 3 including this page

**"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN**

TO:

ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE
SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY
OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY
PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:

SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

76

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered
into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

fax transmission

To: MARCEGEGLIA SPA
For the attention of: Mr Tontini
Your reference:
Your fax: +39 0376657095

Our reference: KS/C000910
Email: sharma@fishcity.co.uk

Date: 07 September 2007
Total no of pages: 3 Including this page

"VERA": CHANGSU TO RAVENNA: B/LS VE34CS01- VE34CS31 INCLUSIVE
NOTICE OF LIEN

TO:
ALL THOSE INTERESTED IN THE CARGO OR ANY PART THEREOF, THAT IS THE
SUBJECT MATTER OF BILLS OF LADING VE34CS01- VE34CS31 INCLUSIVE OR ANY
OF THEM (WHETHER AS HOLDERS THEREOF/SHIPPERS/CONSIGNEES/NOTIFY
PARTIES/ FREIGHT FORWARDERS OR OTHERWISE OR IN ANY WAY HOWSOEVER)

AND TO:
SINORICHES GLOBAL LIMITED

RE: "VERA" – VOYAGE CHANGSHU TO RAVENNA
BILL OF LADINGS NUMBER VE34CS01- VE34CS31 INCLUSIVE
FIXTURE DATED 07.06.07

We are London Solicitors for CALDER SEACARRIER CORP ("CALDER") who entered
into a fixture ("the Fixture") with Sinoriches Global Ltd ("SINORICHES") whereby

Please Telephone 020 7613 8111 if any pages are unclear

Nicholas Fisher

72 Leonard Street London EC2A 4QX
Telephone: 020 7613 8111 Fax:020 7613 8112
E-mail info@fishcity.co.uk

This facsimile message contains information that is confidential and which may be subject to legal
privilege. If you are not the named recipient, you must not rely upon the contents of nor distribute or
copy this message. If you have received this message in error, please notify us by telephone or
facsimile and return the original to us by post to the above address

CALDER provided the "VERA" to SINORICHES for the carriage of a part cargo of approx 21,000 mts of steel products from Changshu to Ravenna on terms including the Gencon 1994 form of charterparty. In breach thereof, SINORICHES have failed to pay CALDER freight in the sum of US\$1,398,099.40 which sum remains due and owing to CALDER.

Clause 8 of the Fixture which is on and/or incorporates the Gencon 1994 for provides:

"Lien Clause

[CALDER] shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering the same"

In these circumstances WE HEREBY GIVE NOTICE to all those interested in, and in particular the holders of any or all of the above Bills of Lading and the shippers and notify parties thereto that our clients CALDER NOW EXERCISE A LIEN over the cargo pursuant to Clause 8 of the Fixture as set out above in respect of the outstanding amount of freight of US\$1,398,099.40. This lien is further exercised on all and any sub-freights due under any sub-voyage charter or due from you or any of you by way of Bill of Lading freights. This Notice is limited to the amount of US\$1,398,099.40 plus costs in relation to its enforcement but no more.

We therefore call upon you in the exercise of CALDER's lien to pay any sub-freights and/or Bill of Lading freights or howsoever TO CALDER AND TO NO OTHER PARTY up to the extent of CALDER's lien. Payment should be made to this firm's US\$ Client account as below:

Allied Irish Bank
Mayfair Branch
10 Berkeley Square
London W1J 6AA

Sort Code: 23-83-97

Fishers US Dollar Client Account Number: 23928520119808

IBAN: GB88AIBK23928520119808

SWIFT: AIBKGB2L

Whilst we should be happy to consider any further enquiries you may have arising out of this Notice, and we must advise you that failure to comply with it will result in legal action against you. In the event you should disregard this Notice and make payment other than as instructed above then you will nonetheless remain liable to pay any freights up to the amount of our lien to CALDER even though you have already paid the same to any other party.

78

Please Telephone 020 7613 8111 if any pages are unclear

By this Notice we also exercise CALDER's lien over the cargo as against SINORICHES and we call upon them to honour their freight obligations under the Fixture by making payment to our above bank account forthwith.

In the event that any payment is received from any other source in respect of CALDER's lien for freight under the Fixture then we shall notify you forthwith and the lien hereby exercised will be reduced and/or extinguished accordingly. TAKE NOTICE however that until such time as CALDER's possessory lien hereunder is extinguished CALDER will not release the cargo up to the value of the lien to any party interested in it. For the avoidance of doubt, the copy Bill of Lading we have seen whilst referring to freight payment does not confirm Bill of Lading freight to have been paid and thus we consider this Notice to be entirely lawful.

In the event that you have instructed agents or any interested party in relation to the payment of sub-freight under any voyage Charter or in respect of Bill of Lading freights then we hereby call upon you to provide each with the full terms of this Notice which will, in any event, remain fully effective upon you.

Regards,


Kish Sharma